

Plaintiffs' Exhibit 142

DOUBLECLICK ADVERTISING AND GOOGLE ANALYTICS 360 SUITE PLATFORM AGREEMENT

This DOUBLECLICK ADVERTISING AND GOOGLE ANALYTICS 360 SUITE PLATFORM AGREEMENT (including any terms set forth in an Order Form, schedule or addendum hereto, "**APA**"), dated as of November 1, 2016, is entered into by DoubleClick, a division of Google Inc. ("**DoubleClick**"), and the entity executing this APA ("**Company**"). This APA governs DoubleClick's provision to Company of products and services, each subject to a separate Order Form ("**Services**"). In consideration of the foregoing, the parties agree as follows:

1. Definitions. (a) "**Ads**" means Internet advertisements. (b) "**Affiliate**" means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party. For purposes of clarification, all entities within the Omnicom Group family of companies shall be deemed Affiliates of Company; provided that entities which license Omnicom-owned brand names but in which Omnicom has no equity interest shall not be deemed "entities within the Omnicom Group family of Companies". (c) "**Beta Feature**" means any Service feature that is prominently identified, including without limitation within a written agreement (including without limitation email) to which such Service feature is subject or within a user interface via which such Service feature is available, as "Beta", "Alpha", "Experimental" or "Pre-Release" or that is otherwise prominently identified as unsupported. Notwithstanding anything to the contrary in this APA, DoubleClick will have no liability (including in respect of indemnification obligations) under this APA arising out of or related to any Beta Features. (d) "**Beta Test**" means Company's use of a Beta Feature(s) for the purpose of testing the usability and functionality of that Beta Feature(s). For purposes of clarification, (i) in no event will Company be obligated to participate in any Beta Test, and (ii) Company's use of a Beta Feature for purposes other than testing the usability and functionality of that Beta Feature will not be deemed a Beta Test with respect to that Beta Feature. (e) "**Client**" means an advertiser, network publisher or other third party on whose request Company utilizes a Service. (f) "**Confidential Information**" means information disclosed by one party to the other party under this APA that is marked as confidential or would normally be considered confidential (e.g., product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, was independently developed by the recipient, or was rightfully given to the recipient by a third party. (For the avoidance of doubt, the data set referred to in Section 4 below shall be considered confidential, provided that such data set remains subject to the terms and conditions of Sections 4(i), 4(ii) and 4(iii).) (g) "**Order Form**" means an order form or schedule to this APA that sets forth pricing and other terms with respect to a particular Service. (h) "**Scheduled Affiliate**" means an Affiliate of Company set forth on Exhibit I attached hereto (i.e., that is not party to an effective "Affiliate Adopting Agreement" hereto). (i) "**Search Engine Site**" means a web site of a search engine. (j) "**Subcontractor**" means, with respect to a party, a subcontractor, consultant, third-party service provider or agent engaged by such party (or a Client of such party) in connection with its use or provision of Services, both of which are permitted under this APA and the Order Forms to this APA (provided such Subcontractor is bound to terms and conditions that are consistent as applicable with the requirements of this APA and the Order Forms hereto with respect to the work such Subcontractor performs). (k) "**Tag**" means code (e.g., HTML) or a web beacon (e.g., pixel tag, clear GIF) that requests the delivery of an Ad or tracks an Ad impression or click. (l) "**Target Sites**" means properties on which an Ad is served (i.e., web sites, consent-based email publications and software applications; provided that such software applications (A) provide clear and conspicuous notice about functionality of importance to the user, (B) obtain informed consent from the user prior to download, (C) provide an easy-to-use uninstall to the user and (D) allow the users to maintain control over their computing environment). Ads may be served hereunder only to Target Sites. (m) "**Visitor**" means a visitor to a Target Site or a Search Engine Site, as applicable.

2. Services and Obligations.

(a) DoubleClick will: (i) provide Services to Company in accordance with the terms of the relevant Order Form and obtain all rights necessary to provide Services hereunder; (ii) deliver Ads according to the trafficking criteria selected by Company; (iii) provide Company access to web-based training and support; (iv) use current Internet Ad serving industry-standard security measures in connection with its provision of Services hereunder; and (v) promptly notify Company of any breach of DoubleClick security resulting in unauthorized access to the data derived from Company's use of Services. DoubleClick hereby represents and warrants that it has all necessary rights and authority (i) to enter into this APA and each Order Form and (ii) to perform its obligations hereunder and thereunder.

(b) Company will: (i) be solely responsible for all use of Services (including without limitation trafficking Ads and implementing Tags) and soliciting Target Sites, all inquiries relating to Ads, and the content of all Ads and each of its properties utilizing a Service (it being understood that nothing in this clause (i) will be deemed to limit DoubleClick's obligations with respect to the provision of Services hereunder); (ii) obtain all rights necessary to use Services and the data derived from such use; and (iii) use Services in compliance with Company's agreements with third parties (including, without limitation, Target Site owners and advertisers, as applicable). Company's use of Services hereunder is subject to applicable Google Platforms Program Policies available at <http://support.google.com/platformspolicy> (as modified from time to time, "**Policies**"). Each U.S. Client (defined below) is liable for its acts and omissions in connection with the Services, provided that Company warrants that (x) it is authorized to act on behalf of each of its U.S. Clients; (y) it is authorized to bind, and shall be deemed to have hereby bound, each of its U.S. Clients to the terms and conditions of this APA and any Order Form(s) and addenda hereto; and (z) the authorization and obligation described in the preceding clause (y) is not contingent upon any further action required to be taken by Company. Based on the foregoing, DoubleClick shall enforce any and all obligations of a U.S. Client hereunder directly against such U.S. Client (it being understood that payment obligations hereunder are governed by Section 3 hereof), to the same extent that DoubleClick would be entitled to enforce such obligations hereunder if Company breached such obligations; provided, however, that in the event that (A) a U.S. Client asserts in writing either that the acts or omissions at issue were not the U.S. Client's or that Company was not authorized to bind such U.S. Client to any of the terms and conditions of this APA or any Order Form(s) or addenda hereto, including without limitation due to Company's status as a principal, rather than an agent of such U.S. Client, or (B) a court determines that Company was not authorized to bind such U.S. Client to any of the terms and conditions of this APA or any Order Form(s) or addenda hereto, including without limitation due to Company's status as a principal, rather than an agent of such U.S. Client, then Company shall be (i) jointly and severally liable for any and all of such U.S. Client's obligations hereunder and under any Order Form or addendum hereto and (ii) liable for all fees (including but not limited to attorneys' fees) and costs arising from DoubleClick's attempted enforcement of such obligations directly against such U.S. Client. For purposes of clarification, Company shall remain liable for (I) its own acts and omissions, even if such acts and omissions are committed

on behalf of a U.S. Client, and (II) the acts and omissions of all non-U.S. Clients. A “U.S. Client” means a Client both (A) organized in the United States and (B) for which the payments to Company in respect of the advertising services received from Company are authorized in, and made from the United States.

(c) Company’s Affiliates may receive Services under this APA; provided that (x) unless such Affiliate has entered into an “Affiliate Adopting Agreement” to this APA substantially in the form of Exhibit II (for Affiliates organized under the laws of any country within the Americas), Exhibit III (for Affiliates organized under the laws of any country within Europe, Africa or the Middle East), Exhibit V (for Affiliates organized under the laws of any country within Asia or Oceania (other than Australia)), or Exhibit VI (for Affiliates organized under the laws of Australia, Company will be liable for the acts and omissions of that Affiliate in connection with Services provided under this APA to the extent any of such acts or omissions, if performed by Company, would constitute a breach of, or otherwise give rise to liability under, this APA and (y) any Affiliate of Company receiving Services under this APA that has not entered into such an “Affiliate Adopting Agreement” must be set forth on Exhibit I attached hereto, it being understood that Company may amend such Exhibit I by providing prior written notice to DoubleClick, subject to DoubleClick’s consent, such consent not to be unreasonably withheld or delayed, provided that any entity set forth on Exhibit I must be a Company Affiliate for so long as such entity is set forth on Exhibit I. If an Affiliate enters into an “Affiliate Adopting Agreement” to this APA, Company will provide a copy of this APA (including all Order Forms) to such Affiliate. In the event that Services are provided under this APA to a Company Affiliate that is organized in Europe, Africa or the Middle East (“EMEA”), DoubleClick, a division of Google Ireland Limited, shall be deemed to be the entity that provides such Services. In the event that Services are provided to a Company Affiliate that is organized in Asia (other than China) or Oceania (other than Australia) (“APAC”), DoubleClick, a division of Google Asia Pacific Pte. Ltd. will be deemed to be the entity that provides such Services; provided that Services will not be provided to or utilized by any Company Affiliate that is organized in China unless such Company Affiliate enters into an Affiliate Adopting Agreement with the applicable DoubleClick Affiliate. In the event that Services are provided under this APA to a Company Affiliate that is organized in Australia, Google Australia Pty Ltd shall be deemed to be the entity that provides such Services. Company hereby represents and warrants that it has all necessary rights and authority (i) to enter into this APA and each Order Form and (ii) to perform its obligations hereunder and thereunder.

3. Payment.

(a) Subject to Section 3(b) below, Company will pay DoubleClick the fees (other than fees disputed in good faith) listed in the Order Forms and addenda within the number of days from the invoice date set forth on Exhibit IV attached hereto (“**Payment Due Date**”), in the applicable currency set forth in the Order Forms, or such other currency as is expressly agreed to in writing by DoubleClick and Company, and by wire transfer or other means expressly agreed to in writing by the parties; provided, however, that if Company, not more than 2 years prior to the date of this APA, (a) was adjudged insolvent or bankrupt, (b) instituted or had instituted against it any case, proceeding or other action (x) seeking relief, reorganization or arrangement under any existing or future law of any jurisdiction, whether foreign or domestic, relating to bankruptcy, insolvency, reorganization or relief of debtors or (y) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets (and, in the case of any such proceeding instituted against it in accordance with this clause (b), the proceeding (i) resulted in the entry of an order for relief or any such adjudication or appointment or (ii) was not dismissed within 60 days after filing), (c) made any assignment for the benefit of creditors or (d) appointed a receiver, liquidator or trustee of any of its property or assets, DoubleClick may require Company to prepay DoubleClick an amount equal to not more than 2 months of reasonably anticipated or actual fees under all then-effective Order Forms in the aggregate. Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. When DoubleClick has the legal obligation to collect any applicable VAT, GST or similar consumption tax, the appropriate amount shall be invoiced to and paid by Company unless Company provides DoubleClick with a valid tax exemption certificate authorized by the appropriate taxing authority. Company will not withhold taxes on payments to DoubleClick. Company will pay all taxes and other government charges (except for taxes on DoubleClick’s income), and reasonable expenses and attorneys’ fees DoubleClick incurs in collecting late payments that are not disputed in good faith. For purposes of clarification, unless otherwise expressly set forth therein, fees payable under an Order Form are in addition to fees payable under each other Order Form.

(b)

(i) Notwithstanding anything to the contrary that may be contained herein, Sequential Liability Terms shall apply solely with respect to U.S. Clients, provided that (A) Company is authorized to act on behalf of each of its U.S. Clients and authorized to bind, and shall be deemed to have hereby bound, each of its U.S. Clients to the terms and conditions of this APA and any Order Form(s) and addenda hereto; and the authorization and obligation described in this clause (A) is not contingent upon any further action required to be taken by Company; (B) Company creates and maintains a unique network for each such U.S. Client within Company’s applicable networks; and (C) Sequential Liability Terms shall not apply to the DoubleClick Advertising Exchange Service. “**Sequential Liability Terms**” mean that DoubleClick, subject to the terms and conditions of this Section 3(b), agrees to (1) hold Company liable for each U.S. Client’s payments solely to the extent proceeds have been received by Company within forty-five (45) days of the date of DoubleClick’s invoice to Company and (2) hold each U.S. Client liable for such U.S. Client’s payments solely to the extent proceeds have not been received by Company within forty-five (45) days of the date of DoubleClick’s invoice to Company.

(ii) Promptly at the request of DoubleClick, from time to time during the term of this APA, Company shall provide DoubleClick with (x) signed credit applications or equivalent information in its possession from U.S. Clients so as to enable DoubleClick to conduct a credit check on the U.S. Clients (and in the event Company does not possess such information, it will, at the request of DoubleClick, promptly seek such information, it being understood that Company’s inability to obtain such information for DoubleClick may impact DoubleClick’s willingness to extend credit to a particular U.S. Client), (y) confirmation of whether a U.S. Client not on Pre-Payment Terms (as defined below) has paid Company in advance funds sufficient to pay all fees then payable that are attributable to such U.S. Client and (z) for each U.S. Client, either confirmation that Company’s payment terms with the U.S. Client require payment of all charges incurred within thirty (30) days from the date of DoubleClick’s invoice to Company (the “**U.S. Client Due Date**”) or Company’s actual payment terms with the U.S. Client (“**U.S. Client Payment Terms**”). Company will

give DoubleClick five (5) business days prior written notice (which for purposes hereof may be via e-mail) if U.S. Client Payment Terms are going to be extended for any U.S. Client.

- (iii) If DoubleClick in its sole discretion determines, at any time, to not extend, or to cease extending, credit to a U.S. Client (e.g., due to a U.S. Client's poor payment history or the occurrence of a material change in the financial condition of a U.S. Client) then DoubleClick may, in its sole discretion, suspend any or all Services provided to Company solely for the relevant U.S. Client, until such time as DoubleClick receives, from Company or the U.S. Client, a deposit equal to two (2) times such U.S. Client's Average Monthly Service Fees (such deposit, the "**Deposit**"; such terms, "**Pre-Payment Terms**"). DoubleClick may (x) apply all or a portion of the Deposit against delinquent payments, if any, for Services provided by DoubleClick to Company for such U.S. Client and (y) require the replenishment of any portion of the Deposit that has been so applied. If such portion of the Deposit is not replenished within ten (10) business days after notice from DoubleClick, DoubleClick may immediately suspend any or all Services provided to Company solely for the relevant U.S. Client, such Services not to be reinstated until all overdue amounts with respect to such U.S. Client are paid and its Deposit is replenished. If DoubleClick is still maintaining any portion of the Deposit upon either (A) the expiration or the termination of this APA or (B) such date when the relevant U.S. Client ceases to be a U.S. Client, and if no delinquent payments for Services provided to Company for the relevant U.S. Client are outstanding, DoubleClick shall apply the remaining portion of the Deposit, if any, against any fees then payable for Services provided by DoubleClick to Company for such U.S. Client and return any excess to Company or the relevant U.S. Client, as the case may be. A U.S. Client's "**Average Monthly Service Fees**" shall equal the average aggregate monthly fees payable to DoubleClick for all Services provided by DoubleClick to Company for such U.S. Client during the immediately preceding twelve (12) month period, or in the event that Services have been provided by DoubleClick to Company for such U.S. Client for less than twelve (12) months, during the entire period in which Services have been provided by DoubleClick to Company for such U.S. Client. Company must promptly advise Client in the event that DoubleClick exercises its rights under this Section 3(b)(iii).
- (iv) Company agrees to make best efforts to collect and clear payment from U.S. Clients to DoubleClick by the U.S. Client Due Date. Where Company has not paid all payable fees to DoubleClick within forty-five (45) days of DoubleClick's invoice to Company, Company will pay to DoubleClick proceeds that it thereafter receives from any U.S. Client for those fees within ten (10) days after receipt (if DoubleClick has not already been paid for those fees). Company will use commercially reasonable efforts to assist DoubleClick in the event DoubleClick attempts to collect payment directly from a U.S. Client. DoubleClick will notify Company at least two (2) business days in advance if it intends in good faith to seek payment directly from a U.S. Client. Company will make available to DoubleClick upon request written confirmation of its status as agent of any U.S. Client to which Sequential Liability Terms apply. Company will promptly (but in any event within two (2) business days) provide written notice (which for purposes hereof may be via e-mail) to DoubleClick, if it has reason to believe, other than through publicly-available information, that a U.S. Client's credit is or may become impaired or that the U.S. Client will not pay all payable fees by the U.S. Client Due Date.

4. Data. As between Company and DoubleClick, Company will own and have the sole right to use all data derived from its use of Services; provided that DoubleClick may use and disclose such data solely (i) as aggregate Service statistics, which will not include personally identifiable information or identify Company or any of its Clients or be disclosed in such a manner so as to make Company or any of its Clients reasonably identifiable, (ii) as necessary to provide Services and enforce its rights under this APA (it being understood and agreed that Company's non-aggregated data will not be used or disclosed to any third party by DoubleClick (except as otherwise expressly permitted by this APA or the applicable Order Form) without Company's written consent) and (iii) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Company and using commercially reasonable efforts to provide Company with the opportunity to seek a protective order or the equivalent (at Company's expense)); provided further, however, that (x) with respect to data derived from Company's participation in a Beta Test, in addition to its rights set forth in the preceding proviso, DoubleClick may use and disclose such data, and all results and feedback from the Beta Test, for any purpose as long as DoubleClick does not disclose results to third parties in such a manner as would identify or reasonably be expected to identify Company or any of its Clients without Company's prior written consent, and (y) DoubleClick's retrieval and/or provision to Company of event-level data or archived reporting data derived from Company's use of Services may result in additional fees hereunder based on storage and service costs. For purposes hereof, notwithstanding anything herein to the contrary, but subject to the provisos in this Section 4, the data derived from Company's use of Services will be Confidential Information of Company.

5. Confidentiality. The recipient may use Confidential Information only to exercise its rights and fulfill its obligations under this APA and must use reasonable care to protect Confidential Information. The recipient will not disclose Confidential Information, except to employees and agents (and, in the case of Company, to its relevant Clients) who need to know it and who have agreed in writing to keep it confidential. No party may disclose the terms of this APA (including, for purposes of clarification, the pricing terms of any Order Form) or make any public statement regarding the relationship contemplated by this APA to a third party without prior written consent of the other party, except (a) to its professional advisors under a strict duty of confidentiality, (b) for purposes of enforcing its rights under this APA and (c) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to the discloser and using commercially reasonable efforts to provide the discloser with the opportunity to seek a protective order or the equivalent (at the discloser's expense)).

6. Privacy; Export; Prohibited Acts. DoubleClick will provide and Company will use Services under this APA in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs, including without limitation applicable Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance). Company will use commercially reasonable efforts to ensure that a Visitor is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Visitor's device where such activity occurs in connection with the Services and where providing such information and obtaining such consent is required by law. Company will ensure that each of its web sites contains, and will advise in writing (which, for purposes hereof, may be by email) each of its Clients that each of their web sites utilizing a Service is required to contain, a privacy policy that (a) discloses (i) the usage of third-party technology and (ii) the data collection and usage resulting from the Services (it being understood that this clause (a) will not be deemed

to require those privacy policies to expressly identify DoubleClick or any Service, unless otherwise required by law, rule or regulation) and (b) complies with all applicable privacy laws, rules and regulations. Notwithstanding anything to the contrary in this APA, Company will ensure that each of its Target Sites that is a consent-based email publication contains, and will advise in writing each of its Clients that each of such Client's Target Sites that is a consent-based email publication is required to contain, a conspicuous link to a privacy policy that (I) discloses (A) the usage of third-party technology and (B) the data collection and usage resulting from the Service (it being understood that this clause (I) will not be deemed to require those privacy policies to expressly identify DoubleClick or any Service, unless otherwise required by law, rule or regulation) and (II) complies with all applicable laws, rules and regulations. For purposes of clarification, if a Target Site (x) is not a consent-based email publication and (y) is not owned or controlled by Company or any Client, except as required by applicable law, rule or regulation, neither Company nor any Client will be subject to the privacy policy obligations described in this Section 6 with respect to such Target Site. Company will not, and will not assist or knowingly permit any third party to, (i) pass information to DoubleClick that DoubleClick could use or recognize as personally identifiable information; (ii) modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of Services or any part of a Service; (iii) damage, tamper with or misappropriate any part of a Service; (iv) breach any DoubleClick security measure; or (v) provide DoubleClick any Ad that (x) when viewed or clicked on by a Visitor(s), causes such Visitor(s)'s computer to download any software application without such Visitor(s)'s express opt-in, or (y) is illegal.

7. Disclaimers and Limitation of Liability. EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT (IT BEING UNDERSTOOD THAT, FOR PURPOSES OF CLARIFICATION, THE FOREGOING WILL NOT LIMIT EITHER PARTY'S IP INFRINGEMENT OBLIGATION SET FORTH IN SECTION 8 OF THIS APA), MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) EXCEPT FOR (i) INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES UNDER THIS APA AND (ii) WITH RESPECT TO BREACHES OF SECTION 5 OF THIS APA, NO PARTY MAY BE HELD LIABLE UNDER THIS APA OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS APA FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE; AND (b) EXCEPT WITH RESPECT TO (i) EACH PARTY'S REASONABLE LEGAL DEFENSE COSTS (WHICH, FOR PURPOSES OF CLARIFICATION, DO NOT INCLUDE DAMAGES, SETTLEMENT PAYMENTS OR SEPARATE COUNSEL) DIRECTLY ATTRIBUTABLE TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (ii) EACH PARTY'S INTENTIONAL MISCONDUCT AND (iii) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS APA, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO A PARTICULAR ORDER FORM WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO DOUBLECLICK (IN THE CASE OF DOUBLECLICK'S LIABILITY) OR PAYABLE (IN THE CASE OF COMPANY'S LIABILITY) TO DOUBLECLICK (WHICH, FOR PURPOSES OF CLARIFICATION, SHALL NOT INCLUDE FEES COLLECTED BY DOUBLECLICK ON BEHALF OF ANY THIRD PARTY IN THE CASE OF EITHER PARTY'S LIABILITY) WITH RESPECT TO SUCH ORDER FORM DURING THE 12 MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE. Except for payment obligations, no party is liable for inadequate performance to the extent caused by a circumstance that was beyond its reasonable control.

8. Indemnification. Each party (the "**Indemnifying Party**") will defend, indemnify and hold harmless the other party (and, with respect to DoubleClick's indemnification obligations hereunder, each Scheduled Affiliate) and its officers, directors, employees and agents (each, an "**Indemnified Party**") from all third-party claims or liabilities (including without limitation reimbursement for reasonable attorneys' fees and disbursements) arising out of or related to the Indemnifying Party's (i) breach or alleged breach of this APA (including, for purposes of clarification, any Order Form) or (ii) infringement of a third party's patent, trademark, trade secret or copyright in connection with (a) with respect to DoubleClick, the software and other technology used by DoubleClick to provide the Services hereunder, and (b) with respect to Company, the creative, technology, data or other materials provided by Company to DoubleClick or otherwise provided and utilized by Company in connection with the Services hereunder ("**Company Materials**") (the indemnification obligation of each party described in this clause (ii), the "**IP Infringement Obligation**"). The previous sentence states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim arising out of the Indemnifying Party's breach of this APA or intellectual property infringement. The Indemnified Party must (i) promptly notify the Indemnifying Party in writing of the third-party claims (provided that failure of the Indemnified Party to promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been damaged by the failure); (ii) reasonably cooperate with the Indemnifying Party in the defense of the matter and (iii) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may at its expense join in the defense with counsel of its choice. The Indemnifying Party may enter into a settlement only if it (A) involves only the payment of money damages by the Indemnifying Party and (B) includes a complete release of the Indemnified Party, and any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed). DoubleClick's IP Infringement Obligation will not apply to claims to the extent arising from (i) Company's particular use of the Service if the use violates this APA or a third party's patent, trademark, trade secret or copyright (i.e., not due to the mere use of allegedly infringing technology by Company), is contrary to written instructions provided by DoubleClick or is not reasonably contemplated by documentation provided by DoubleClick; (ii) the combination, operation or use of the Service with any product or service not provided or authorized in writing by DoubleClick; or (iii) modifications to the Service requested by Company. Company's IP Infringement Obligation will not apply to claims to the extent arising from DoubleClick's particular provision of the Service in violation of this APA, a third party's patent, trademark, trade secret or copyright (i.e., not due to DoubleClick's mere provision of the Services to an entity whose use infringes) or of written instructions provided by Company. If a Service becomes, or in DoubleClick's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then DoubleClick will promptly notify Company and, at its sole option and expense, may either: (x) procure the right to continue providing the Service as contemplated by this APA; (y) modify the Service to render it non-infringing (provided that modification does not adversely affect use of the Service); or (z) replace the Service with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each party will have the right to terminate each affected Order Form.

9. Term. Unless earlier terminated, this APA will remain in effect until all Order Forms have terminated. A party may terminate an Order Form immediately on notice to the other party that it is in material breach of this APA with respect to such Service; provided that (i) if the breach is capable of cure, the breaching party will have 30 days from the notice date to cure the breach to the non-breaching party's reasonable satisfaction; and (ii) DoubleClick may immediately suspend the provision and use of any or all Services under the affected Order Form on notice to Company if Company breaches any of clauses (iii) through (v) of the sixth sentence of Section 6 of this APA, provided, however, that in the event of a suspension pursuant to this clause (y), if Company cures the breach pursuant to which the Services were suspended, then, without limiting any of DoubleClick's rights and remedies with respect to such breach, DoubleClick will reinstate the provision and use of the suspended Services promptly following such cure. With respect to all Clients other than U.S. Clients for which Company acts as an agent, if Company fails to pay fees invoiced by DoubleClick (other than fees disputed in good faith) within ten (10) days following the Payment Due Date, DoubleClick may suspend each applicable Service on twenty (20) days' prior notice to Company solely with respect to the Client(s) for which payments are late, provided that Company creates and maintains a unique network for each Client within Company's applicable networks. For purposes of clarification, U.S. Clients for which Company acts as an agent are subject to suspension pursuant to Section 3(b) hereof. Notwithstanding termination of this APA, any provisions of this APA that by their nature are intended to survive, will survive termination.

10. Miscellaneous. (a) This APA is governed by New York law, excluding its choice of law rules. (b) No party may assign or transfer any part of this APA without the written consent of the other party. Any other attempt to transfer or assign is void. (c) Nothing in this APA will limit a party's ability to seek equitable relief; except that Company will not seek, in a proceeding filed during the term or for one year after the term, an injunction or an exclusion order of any of the Services or any portion of the Services based on patent infringement. (d) Subject to the following sentence, this APA is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. In the event that, as of the date hereof, there is an effective DoubleClick Master Services Agreement between DoubleClick and Company ("MSA"), then (x) this APA shall supersede any such MSA and all "Attachments" thereto, and (y) all effective Statements of Work under such MSA or any Attachment shall remain in effect and shall be governed by this APA and the relevant Order Form(s) hereto, if any. If an Affiliate of Company that is party to an effective DoubleClick Master Services Agreement (or another substantially similar agreement with DoubleClick) subsequently enters into an Affiliate Adopting Agreement to this APA or is set forth on Exhibit I attached hereto, then, as of the "Adopting Effective Date" of that Affiliate Adopting Agreement or the date that Affiliate is added to Exhibit I, that Affiliate Adopting Agreement (in the event of an Affiliate that enters into an Affiliate Adopting Agreement) or this APA (in the event of an Affiliate set forth on Exhibit I) (together with all Order Forms covered by that Affiliate Adopting Agreement and all other Order Forms entered into by that Affiliate contemporaneously with that Affiliate Adopting Agreement, in the event of an Affiliate that enters into an Affiliate Adopting Agreement) or all Order Forms hereto (in the event of a Scheduled Affiliate) shall supersede that Affiliate's DoubleClick Master Services Agreement and Attachments thereto in accordance with the terms of the second sentence of this Section 10(d). (e) All notices must be in writing (including without limitation e-mail) and, except for Company approvals, permissions, extensions and consents, sent to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given when delivered. (f) All amendments hereto must be executed by both parties and expressly state that they are amending this APA. Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. (g) Each party is liable for the acts and omissions of its Subcontractors. (h) There are no third-party beneficiaries to this APA. (i) The parties are independent contractors, and this APA does not create an agency, partnership or joint venture. (j) In the event of a conflict between the terms and conditions of this APA and the terms and conditions of an Order Form to this APA, the terms and conditions of the Order Form shall govern. (k) Neither party shall be liable for any acts or omissions resulting from circumstances or causes beyond its reasonable control. (l) The parties may execute this APA in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

11. Review. If Company provides DoubleClick with a written election at least 30 days prior to the one year anniversary of the date of this APA (the "Anniversary Date"), then DoubleClick and Company shall renegotiate in good faith for a period commencing on or around the Anniversary Date and concluding no later than 90 days following the Anniversary Date, all rates and fees set forth in the relevant Order Form(s) to this APA (and any amounts set forth in any subsequent addenda thereto), provided that in the event that the parties are unable to reach agreement on renegotiated rates and fees, after such good faith negotiations, then Company shall have the one-time right to terminate this APA, such termination to be deemed effective as of the first day of the month following the month in which such notice is provided, but in no event shall such termination be deemed effective prior to the Anniversary Date; further provided that in the event that such notice is provided on or after the twenty-fifth (25th) day of any month, then such termination shall be deemed effective as of the first day of the second month following the month in which such notice is provided (such right, the "Anniversary Termination Right"). In the event such termination is deemed effective prior to the conclusion of any particular Year or any particular Quarter, then any annual or quarterly minimum service fee shall be pro-rated for the portion of such Year or Quarter that this APA is in effect. If Company does not exercise the Anniversary Termination Right, then the rates and fees set forth in the Order Form(s) hereto will remain in full force and effect.

AGREED AND ACCEPTED BY:

DOUBLECLICK, a division of Google Inc.

By: _____
Name: _____
Title: _____
Date: _____

Philip Schindler
Philip Schindler
Authorized Signatory

2016.11.16
16:00:46 -08'00'

OMNICOM MEDIA GROUP HOLDINGS INC.

By: _____

Steve Katelman
Name: STEVE KATELMAN
Title: EVP
Date: 11/16/16

EXHIBIT I

Company Affiliates
Dated as of July 1, 2016

A. Affiliates organized in North America or in another region outside of Europe, Africa, the Middle East, Asia and Oceania:

Affiliate Name	Country
Accuen, Inc.	US
Annalect	US
Brand Science	US
Content Collective	US
Fuse	US
Outdoor Media Group LLC	US
Outdoor Media Alliance LLC	US
OMD Latin America LLC	US
OMD USA LLC	US
OMD WW Holdings, Inc.	US
OMG Direct	US
OMG Entertainment & Sports LLC	US
Optimum Media Direction	US
Optimum Sports	US
Novus Media Inc.	US
Novus Direct LLC	US
Pathway OMG	US
PHD Media LLC	US
PHD Michigan LLC	US
PHD Missouri, Inc.	US
Resolution Media Inc.	US
Prometheus Media LLC	US
Platform Logistics Inc.	US
Hearts & Science Company	US
Omnicom Canada Corp	Canada
OMD Canada, G.P.	Canada
Hearts & Science Company	Canada
XLR8 Media Inc	Canada
OMD Chile	Chile
PHD Peru	Peru
PHD Uruguay	Uruguay
PHD Argentina	Argentina
Resolution Media Argentina	Argentina

Optimum Media Direction de Mexico SA de CV	Mexico
OMD Colombia SA	Colombia
OMD Mexico	Mexico
PHD Colombia	Colombia
OMD de CETAM S.a	Costa Rica
OMD Argentina	Argentina

B. Affiliates organized in Europe (other than Russia), the Middle East or Africa:

Affiliate Name	Country
OMD Eastern Europe BV	Netherlands
OMD Nederland BV	Netherlands
OmnicomMediaGroup Nederland B.V.	Netherlands
PHD Netherlands B.V.	Netherlands
OMD n.v.	Belgium
Omnicom Media Group nv	Belgium
Optimum Media Direction Arabia Limited	Arabia
OPTIMUM MEDIA DIRECTION MEDYA HİZMETLERİ A.Ş.	Turkey
Accuen EMEA	EMEA
OMD Mediaagentur GmbH	Austria
Omnicom Media Group Mediaagentur GmbH	Austria
PHD Mediaagentur GmbH	Austria
OMD n.v.	Belgium
Omnicom Media Group nv	Belgium
PHD Media S.A	Belgium
PHD Bulgaria	Bulgaria
OMD Media d.o.o. za medijske usluge	Croatia
Omnicom Media Grupa d.o.o. za medijske usluge	Croatia
PHD Media d.o.o. for media services	Croatia
OMD Czech a.s.	Czech Republic
Omnicom Media Group s.r.o.	Czech Republic
PHD a.s.	Czech Republic
OMD Denmark A/S	Denmark
Omnicom Media Group A/S	Denmark
PHD Copenhagen A/S	Denmark
OMD Estonia OU	Estonia
Omnicom Media Group Estonia OU	Estonia
PHD Estonia OU	Estonia
OMD Finland Oy	Finland

PHD Finland Oy	Finland
Omnicom Media Group Finland Oy	Finland
Ainoa Helsinki Oy	Finland
Toinen Helsinki Oy	Finland
OMD	France
Omnicom Media Groupe	France
PHD	France
Re-Mind.PHD	France
Fuse	France
OMD Hamburg GmbH	Germany
OMD Germany GmbH	Germany
OMD Düsseldorf GmbH	Germany
OMD München GmbH	Germany
OMD Düsseldorf GmbH	Germany
Resolution Media GmbH	Germany
aereasolutions GmbH	Germany
Omnicom Media Group Germany GmbH	Germany
PHD Germany GmbH	Germany
Trakken Web Services GmbH	Germany
Tempo OMD North Greece S.A. Media Services	Greece
Tempo Optimum Media Direction Hellas Advertising	Greece
OMG Hungary Advertising Services Limited Liability Company	Hungary
Optimum Media Direction Hungary Hirdetési Szolgáltató Kft	Hungary
PHD Hungary Advertising Services Limited Liability Company	Hungary
OmnicomMediaGroup (Ireland) Limited	Ireland
Optimum Media Direction (Ireland) Limited	Ireland
PHD Media (Ireland) Limited	Ireland
Omnicom Media Group s.r.l.	Italy
Optimum Media Direction s.r.l.	Italy
PHD s.r.l.	Italy
OMD Latvia SIA	Latvia
Omnicom Media Group SIA	Latvia
PHD Latvia SIA	Latvia
OMD, UAB	Lithuania
Omnicom Media Group UAB	Lithuania
PHD, UAB	Lithuania
OMD Eastern Europe BV	Netherlands
OMD Nederland BV	Netherlands

OmnicomMediaGroup Nederland B.V.	Netherlands
PHD Netherlands B.V.	Netherlands
Optimum Media Direction Norway AS	Norway
Omnicom Media Group AS	Norway
OMD AS	Norway
PHD Norway AS	Norway
OMD Sp.z.o.o.	Poland
Omnicom Media Group Sp. z o.o	Poland
PHD Sp.z.o.o.	Poland
PHD Media Direction Sp.z.o.o.	Poland
Espaco OMD - Gestao De Espaco E Organizacao De Meios e Distribuicao, S.A.	Portugal
Omnicom Media Group Portugal S.A.	Portugal
PHD - Agencia de Meios S.A.	Portugal
Omnicom Media Group SRL	Romania
Optimum Media Direction Plan & Buy Srl	Romania
PHD Media SRL	Romania
OPTIMUM MEDIA LIMITED, Moscow branch	Russia
ООО «Агентство Сервис Сеч»	Russia
PHD ZAO	Russia
<u>OMD Media Direction ZAO</u>	Russia
OMD Slovakia s.r.o	Slovakia
Omnicom Media Group, s.r.o	Slovakia
PHD, s.r.o.	Slovakia
OMG, druzba za medijske komunikacije d.o.o	Slovenia
<u>OMD, druzba za medijske komunikacije d.o.o</u>	Slovenia
<u>PHD, druzba za medijske komunikacije d.o.o</u>	Slovenia
Omnicom Media Group, SL	Spain
Optimum Media Direction, S.L.U.	Spain
PHD Media Spain, S.L.U	Spain
OMD Sweden AB	Sweden
PHD Sweden AB	Sweden
Omnicom Media Group AB	Sweden
Omnicom Media Group Schweiz AG	Switzerland
Drum PHD Limited	UK
OMD Group Limited	UK
OMD International Limited	UK
Omnicom Media Group Europe Limited	UK
Omnicom Media Group UK Limited	UK
PHD International Limited	UK

PHD Media Limited	UK
Accuen UK (please confirm legal entity name with OMG)	UK
MGOMD	UK
<u>Optimum Media Direction FZ-LLC</u>	UAE
<u>PHD FZ LLC</u>	UAE
<u>Resolution MENA FZ-LLC</u>	UAE
<u>Accuen MENA FZ LLC</u>	UAE
OMD Digital FZ-LLC	UAE
<u>Optimum Media Direction Arabia Limited</u>	UAE
<u>Optimum Media Direction S.A.R.L.A.U.</u>	Africa
<u>Omnicom Media Group SA (PTY) Ltd</u>	South Africa
Media Direction OMD S.A (Pty) Ltd	South Africa
<u>PHD Media South Africa (Pty) Limited</u>	South Africa
Media Direction OMD LLC	Egypt
OMD Eastern Europe BV	Netherlands
OMD Nederland BV	Netherlands
OmnicomMediaGroup Nederland B.V.	Netherlands
PHD Netherlands B.V.	Netherlands
OMD n.v.	Belgium
Omnicom Media Group nv	Belgium
Optimum Media Direction Arabia Limited	Arabia
OPTIMUM MEDIA DIRECTION MEDYA HİZMETLERİ A.Ş.	Turkey
Accuen EMEA	EMEA
OMD Mediaagentur GmbH	Austria
Omnicom Media Group Mediaagentur GmbH	Austria
PHD Mediaagentur GmbH	Austria
OMD n.v.	Belgium
Omnicom Media Group nv	Belgium
PHD Media S.A	Belgium
PHD Bulgaria	Bulgaria
OMD Media d.o.o. za medijske usluge	Croatia
Omnicom Media Grupa d.o.o. za medijske usluge	Croatia
PHD Media d.o.o. for media services	Croatia
OMD Czech a.s.	Czech Republic
Omnicom Media Group s.r.o.	Czech Republic
PHD a.s.	Czech Republic
OMD Denmark A/S	Denmark
Omnicom Media Group A/S	Denmark
PHD Copenhagen A/S	Denmark

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OMD Estonia OU	Estonia
Omnicom Media Group Estonia OU	Estonia
PHD Estonia OU	Estonia
OMD Finland Oy	Finland
PHD Finland Oy	Finland
Omnicom Media Group Finland Oy	Finland
Ainoa Helsinki Oy	Finland
Toinen Helsinki Oy	Finland
OMD	France
Omnicom Media Groupe	France
PHD	France
Re-Mind.PHD	France
Fuse	France
OMD Hamburg GmbH	Germany
OMD Germany GmbH	Germany
OMD Düsseldorf GmbH	Germany
OMD München GmbH	Germany
OMD Düsseldorf GmbH	Germany
Resolution Media GmbH	Germany
aereasolutions GmbH	Germany
Omnicom Media Group Germany GmbH	Germany
PHD Germany GmbH	Germany
Trakken Web Services GmbH	Germany
Tempo OMD North Greece S.A. Media Services	Greece
Tempo Optimum Media Direction Hellas Advertising	Greece
OMG Hungary Advertising Services Limited Liability Company	Hungary
Optimum Media Direction Hungary Hirdetesi Szolgáltató Kft	Hungary
PHD Hungary Advertising Services Limited Liability Company	Hungary
OmnicomMediaGroup (Ireland) Limited	Ireland
Optimum Media Direction (Ireland) Limited	Ireland
PHD Media (Ireland) Limited	Ireland
Omnicom Media Group s.r.l.	Italy
Optimum Media Direction s.r.l.	Italy
PHD s.r.l.	Italy
OMD Latvia SIA	Latvia
OMG Latvia SIA	Latvia
Omnicom Media Group SIA	Latvia
PHD Latvia SIA	Latvia

OMD, UAB	Lithuania
Omnicom Media Group UAB	Lithuania
PHD, UAB	Lithuania
OMD Eastern Europe BV	Netherlands
OMD Nederland BV	Netherlands
OmnicomMediaGroup Nederland B.V.	Netherlands
PHD Netherlands B.V.	Netherlands
Optimum Media Direction Norway AS	Norway
Omnicom Media Group AS	Norway
OMD AS	Norway
PHD Norway AS	Norway
OMD Sp.z.o.o.	Poland
Omnicom Media Group Sp. z o.o	Poland
PHD Sp.z.o.o.	Poland
PHD Media Direction Sp.z.o.o.	Poland
Espaco OMD - Gestao De Espaco E Organizacao De Meios e Distribuicao, S.A.	Portugal
Omnicom Media Group Portugal S.A.	Portugal
PHD - Agencia de Meios S.A.	Portugal
Omnicom Media Group SRL	Romania
Optimum Media Direction Plan & Buy Srl	Romania
PHD Media SRL	Romania
OPTIMUM MEDIA LIMITED, Moscow branch	Russia
ООО «Агентство Сервис Сеч»	Russia
PHD ZAO	Russia
<u>OMD Media Direction ZAO</u>	Russia
OMD Slovakia s.r.o	Slovakia
Omnicom Media Group, s.r.o	Slovakia
PHD, s.r.o.	Slovakia
OMG, druzba za medijske komunikacije d.o.o	Slovenia
<u>OMD, druzba za medijske komunikacije d.o.o</u>	Slovenia
<u>PHD, druzba za medijske komunikacije d.o.o</u>	Slovenia
Omnicom Media Group, SL	Spain
Optimum Media Direction, S.L.U.	Spain
PHD Media Spain, S.L.U	Spain
OMD Sweden AB	Sweden
PHD Sweden AB	Sweden
Omnicom Media Group AB	Sweden
Omnicom Media Group Schweiz AG	Switzerland
Drum PHD Limited	UK

OMD Group Limited	UK
OMD International Limited	UK
Omnicom Media Group Europe Limited	UK
Omnicom Media Group UK Limited	UK
PHD International Limited	UK
PHD Media Limited	UK
Accuen UK (please confirm legal entity name with OMG)	UK
MGOMD	UK
Optimum Media Direction FZ-LLC	UAE
PHD FZ LLC	UAE
Resolution MENA FZ-LLC	UAE
Accuen MENA FZ LLC	UAE
OMD Digital FZ-LLC	UAE
Optimum Media Direction Arabia Limited	UAE
Optimum Media Direction S.A.R.L.A.U.	Africa
Omnicom Media Group SA (PTY) Ltd	South Africa
Media Direction OMD S.A (Pty) Ltd	South Africa
PHD Media South Africa (Pty) Limited	South Africa
Media Direction OMD LLC	Egypt

2. Affiliates organized in Asia (other than China) or Oceania:

Affiliate Name	Country
Omnicom Media Group Greater China Limited	Hong Kong
Optimum Media Direction	Hong Kong
PHD Ltd	Hong Kong
Optimum Media Direction (Taiwan) Ltd	Taiwan
PHD NETWORK TAIWAN LTD	Taiwan
FLOW DIGITAL PTE LTD.	Singapore
OMD Singapore Pte. Ltd.	Singapore
PHD Singapore Pte Ltd	Singapore
Flow Digital Pte Ltd. Pte Ltd (fka Omnicom Media Group Asia Pacific Pte Ltd)	Singapore
OMD (M) Sdn Bhd.	Malaysia
PHD Media (M) Sdn Bhd	Malaysia
PT Omnicom Media Group Indonesia	Indonesia
Radeus Advertising Private Limited	India
Annalect Media India Private Limited	India
Optimum Media Direction (Thailand) Co. Ltd.	Thailand
PHD (Thailand) Co Ltd	Thailand
Omnicom Media Group Philippines Inc.	Philippines

OMD Philippines, Inc.	Philippines
PHD Media Network 2006, Inc.	Philippines
Omnicom Media Group New Zealand Limited	New Zealand
OMD New Zealand Limited	New Zealand
PHDIQ Ltd.	New Zealand
PHD Network Limited	New Zealand
Fuse Network Limited	New Zealand
上海新网迈广告传媒有限公司 (Shanghai New Nim Advertising and Media Co., Ltd)	Shanghai
广州恒美广告有限公司 (Guangzhou DDB Worldwide Advertising Co.,Ltd)	Guangzhou
北京恒美广告有限公司上海分公司 (Beijing DDB Needham Advertising Shanghai Branch)	Beijing
北京恒美广告有限公司 (Beijing DDB NEEDHAM Advertising Co., LTD)	Beijing
Omnicom Media Group Greater China Limited	Hong Kong
Optimum Media Direction	Hong Kong
PHD Ltd	Hong Kong
Optimum Media Direction (Taiwan) Ltd	Taiwan
PHD NETWORK TAIWAN LTD	Taiwan
FLOW DIGITAL PTE LTD.	Singapore
OMD Singapore Pte. Ltd.	Singapore
PHD Singapore Pte Ltd	Singapore
Flow Digital Pte Ltd. Pte Ltd (fka Omnicom Media Group Asia Pacific Pte Ltd)	Singapore
OMD (M) Sdn Bhd.	Malaysia
PHD Media (M) Sdn Bhd	Malaysia
PT Omnicom Media Group Indonesia	Indonesia
Radeus Advertising Private Limited	India
Annalect Media India Private Limited	India
Optimum Media Direction (Thailand) Co. Ltd.	Thailand
PHD (Thailand) Co Ltd	Thailand
Omnicom Media Group Philippines Inc.	Philippines
OMD Philippines, Inc.	Philippines
PHD Media Network 2006, Inc.	Philippines
Omnicom Media Group New Zealand Limited	New Zealand
OMD New Zealand Limited	New Zealand
PHDIQ Ltd.	New Zealand
PHD Network Limited	New Zealand
Fuse Network Limited	New Zealand
上海新网迈广告传媒有限公司 (Shanghai New Nim	Shanghai

Advertising and Media Co., Ltd)	
广州恒美广告有限公司 (Guangzhou DDB Worldwide Advertising Co.,Ltd)	Guangzhou
北京恒美广告有限公司上海分公司 (Beijing DDB Needham Advertising Shanghai Branch)	Beijing
北京恒美广告有限公司 (Beijing DDB NEEDHAM Advertising Co., LTd)	Beijing

D. Affiliates organized in Australia:

Affiliate Name	Country
Omnicom Media Group Australia Pty Ltd	Australia
Optimum Media Direction Pty Ltd	Australia
PHD Networks Pty Limited	Australia
PHD Australia Pty Ltd	Australia
OMG MediaWise Pty Ltd	Australia
Resolution Media Network Pty Ltd	Australia
Resolution Media OMG Australia Pty Ltd	Australia
Optimum Media Decisions (WA) Limited	Australia
CHE Proximity Pty Ltd	Australia
Omnicom Media Group Australia Pty Ltd	Australia
Optimum Media Direction Pty Ltd	Australia
PHD Networks Pty Limited	Australia
PHD Australia Pty Ltd	Australia
OMG MediaWise Pty Ltd	Australia
Resolution Media Network Pty Ltd	Australia
Resolution Media OMG Australia Pty Ltd	Australia
Optimum Media Decisions (WA) Limited	Australia
CHE Proximity Pty Ltd	Australia

AGREED AND ACCEPTED WITH RESPECT TO THE AFFILIATES SET FORTH UNDER ITEM B ABOVE:

DOUBLECLICK, a division of Google Ireland Limited

By: _____
 Name:
 Title:

AGREED AND ACCEPTED WITH RESPECT TO THE AFFILIATES SET FORTH UNDER ITEM C ABOVE:

DOUBLECLICK, a division of Google Asia Pacific Pte. Ltd.

By: _____
 Name:
 Title:

AGREED AND ACCEPTED WITH RESPECT TO THE AFFILIATES SET FORTH UNDER ITEM D ABOVE:

GOOGLE AUSTRALIA PTY LTD

by: _____
Name:
Title:

EXHIBIT II

Form of Affiliate Adopting Agreement (Americas)

AFFILIATE ADOPTING AGREEMENT

This AFFILIATE ADOPTING AGREEMENT (this "Agreement"), dated as of _____ (the "Adopting Effective Date"), is between

- (a) [NAME OF AFFILIATE], with offices at [ADDRESS] ("Company Affiliate"); and
- (b) DoubleClick, a division of Google Inc., with offices at 76 Ninth Avenue, New York, New York 10011 ("DoubleClick").

WHEREAS, DoubleClick and Omnicom Media Group Holdings Inc. ("OMG"), have entered into the DoubleClick Advertising Platform Agreement, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG APA"), together with each of the following Order Forms thereto:

- (a) Order Form – DoubleClick Campaign Manager for Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DCM Order Form"); and
- (b) Order Form – DoubleClick Rich Media Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DRM Order Form"); and
- (c) Order Form – DCM Path-to-Conversion Advanced Report, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG P-2-C Order Form"); and
- (d) Order Form – DCM Trafficking Services (Agencies), dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Trafficking Order Form"); and
- (e) Order Form – Remarketing Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Remarketing Order Form"); and
- (f) Order Form – DoubleClick Search for Advertisers/Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DS Order Form"); and
- (g) Order Form – comScore vCE in DoubleClick Service (DCM) for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG vCE Order Form"); and
- (h) Order Form – Nielsen Digital Ad Ratings Service for DoubleClick for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Nielsen DAR Order Form"); and
- (i) Order Form – DoubleClick Bid Manager Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DBM Order Form"), and together with the OMG DCM Order Form, the OMG DRM Order Form, the OMG P-2-C Order Form, the OMG Trafficking Order Form, the OMG Remarketing Order Form, the OMG DS Order Form, the OMG vCE Order Form, and the OMG Nielsen DAR Order Form, the "OMG Order Forms"; the OMG Order Forms, collectively with the OMG APA, the "OMG Agreements"; and

WHEREAS, DoubleClick and Company Affiliate wish to enter into agreements pursuant to which DoubleClick will provide services to Company Affiliate on substantially the same terms and conditions (except as revised pursuant to this Agreement) as the terms and conditions of the OMG APA and the following checked OMG Order Forms:

(check all that apply)

- ☐ OMG DCM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DCM Order Form")
- ☐ OMG DRM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DRM Order Form")
- ☐ OMG P-2-C Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate P-2-C Order Form")
- ☐ OMG Trafficking Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Trafficking Order Form")
- ☐ OMG Remarketing Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Remarketing Order Form")
- ☐ OMG DS Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DS Order Form")

- ☐ OMG vCE Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate vCE Order Form")
- ☐ OMG Nielsen DAR Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Nielsen DAR Order Form")
- ☐ OMG DBM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DBM Order Form")

(such checked OMG Order Forms, collectively, the "Covered OMG Order Forms"); and

WHEREAS, DoubleClick and OMG have acknowledged and agreed in the OMG APA to the arrangement contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, DoubleClick and Company Affiliate hereby agree as follows:

1. Affiliate Agreement

- (a) Company Affiliate hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of OMG, it being understood and agreed that, at such time (if any) as Company Affiliate ceases to be an Affiliate of OMG, this Agreement shall terminate.
- (b) Subject to the terms and conditions herein, DoubleClick and Company Affiliate hereby enter into this Agreement, under which all the terms and conditions of the OMG APA and the Covered OMG Order Forms are incorporated herein by reference, mutatis mutandis, and apply separately to Company Affiliate, renamed as set forth below, in each case as revised pursuant hereto.
- (c) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions in the Company Affiliate Agreements (as defined in Section 2(a) hereof), the provisions herein shall prevail.
- (d) Company Affiliate hereby acknowledges that it has received a copy of each of the OMG Agreements from OMG.

2. Amendments

- (a) The provisions of each of the OMG APA and the Covered OMG Order Forms, each as applied only to the provision of services by DoubleClick to Company Affiliate pursuant to the arrangement contemplated hereby, are hereby revised as follows (as so revised, such OMG APA shall be referred to as the "Company Affiliate APA"; and such Covered OMG Order Forms shall be referred to as the "Company Affiliate Order Forms") (the Company Affiliate APA and the Company Affiliate Order Forms, collectively, the "Company Affiliate Agreements"):
 - (i) The term "Company" shall refer to Company Affiliate;
 - (ii) The "Effective Date" of each of the Company Affiliate Agreements shall be the Adopting Effective Date; and
 - (iii) The contact and address information for Company Affiliate shall be as set forth on the signature page hereto.
- (b) Each amendment, supplement or other modification to, or renewal of, the OMG APA and each replacement of or modification to any of the OMG Order Forms (each, an "OMG Modification") after the date hereof shall be deemed to be incorporated into, and to amend, supplement, modify or renew, the corresponding Company Affiliate Agreement(s) unless DoubleClick and Company Affiliate agree in writing not to incorporate such OMG Modification into, and not to amend, supplement, modify or renew, such Company Affiliate Agreement(s).

3. General

- (a) DoubleClick and Company Affiliate hereby ratify and agree to the terms and conditions of each of the Company Affiliate Agreements (i.e., the terms and conditions of each of the OMG APA and the Covered OMG Order Forms, as incorporated herein, mutatis mutandis, and amended hereby).
- (b) This Agreement (including the terms and conditions of each of the Company Affiliate Agreements) constitutes the entire agreement between DoubleClick and Company Affiliate with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between DoubleClick and Company Affiliate with respect to such subject matter.
- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the parties hereto has caused this Affiliate Adopting Agreement to be executed by its duly authorized officer as of the Adopting Effective Date.

DOUBLECLICK, a division of Google Inc.

[NAME OF AFFILIATE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Company _____
Affiliate _____
Name and _____
Address: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

Payment _____
Address, if _____
Different: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

EXHIBIT III

Form of Affiliate Adopting Agreement (EMEA)

AFFILIATE ADOPTING AGREEMENT

This AFFILIATE ADOPTING AGREEMENT (this "Agreement"), dated as of _____ (the "Adopting Effective Date"), is between

- (a) [NAME OF AFFILIATE], with offices at [ADDRESS] ("Company Affiliate"); and
- (b) DoubleClick, a division of Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland ("DC Ireland").

WHEREAS, DoubleClick, a division of Google Inc. ("DC US"), and Omnicom Media Group Holdings Inc. ("OMG"), have entered into the DoubleClick Advertising Platform Agreement, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG APA"), together with each of the following Order Forms thereto:

- (a) Order Form – DoubleClick Campaign Manager for Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DCM Order Form"); and
- (b) Order Form – DoubleClick Rich Media Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DRM Order Form"); and
- (c) Order Form – DCM Path-to-Conversion Advanced Report, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG P-2-C Order Form"); and
- (d) Order Form – DCM Trafficking Services (Agencies), dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Trafficking Order Form"); and
- (e) Order Form – Remarketing Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Remarketing Order Form"); and
- (f) Order Form – DoubleClick Search for Advertisers/Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DS Order Form"); and
- (g) Order Form – comScore vCE in DoubleClick Service (DCM) for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG vCE Order Form"); and
- (h) Order Form – Nielsen Digital Ad Ratings Service for DoubleClick for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Nielsen DAR Order Form"); and
- (i) Order Form – DoubleClick Bid Manager Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DBM Order Form"), and together with the OMG DCM Order Form, the OMG DRM Order Form, the OMG P-2-C Order Form, the OMG Trafficking Order Form, the OMG Remarketing Order Form, the OMG DS Order Form, the OMG vCE Order Form, and the OMG Nielsen DAR Order Form, the "OMG Order Forms"; the OMG Order Forms, collectively with the OMG APA, the "OMG Agreements"; and

WHEREAS, DC Ireland and Company Affiliate wish to enter into agreements pursuant to which DC Ireland will provide services to Company Affiliate on substantially the same terms and conditions (except as revised pursuant to this Agreement) as the terms and conditions of the OMG APA and the following checked OMG Order Forms:

(check all that apply)

- ☐ OMG DCM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DCM Order Form")
- ☐ OMG DRM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DRM Order Form")
- ☐ OMG P-2-C Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate P-2-C Order Form")
- ☐ OMG Trafficking Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Trafficking Order Form")
- ☐ OMG Remarketing Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Remarketing Order Form")
- ☐ OMG DS Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DS Order Form")

- ☐ OMG vCE Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate vCE Order Form")
- ☐ OMG Nielsen DAR Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Nielsen DAR Order Form")
- ☐ OMG DBM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DBM Order Form")

(such checked OMG Order Forms, collectively, the "Covered OMG Order Forms"); and

WHEREAS, DC US and OMG have acknowledged and agreed in the OMG APA to the arrangement contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, DC Ireland and Company Affiliate hereby agree as follows:

1. Affiliate Agreement

- (a) Company Affiliate hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of OMG, it being understood and agreed that, at such time (if any) as Company Affiliate ceases to be an Affiliate of OMG, this Agreement shall terminate.
- (b) DC Ireland hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of DC US, it being understood and agreed that, at such time (if any) as DC Ireland ceases to be an Affiliate of DC US this Agreement shall terminate.
- (c) Subject to the terms and conditions herein, DC Ireland and Company Affiliate hereby enter into this Agreement, under which all the terms and conditions of the OMG APA and the Covered OMG Order Forms are incorporated herein by reference, mutatis mutandis, and apply separately to DC Ireland and Company Affiliate, each renamed as set forth below, in each case as revised pursuant hereto.
- (d) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions in the Company Affiliate Agreements (as defined in Section 2(a) hereof), the provisions herein shall prevail.
- (e) Company Affiliate hereby acknowledges that it has received a copy of each of the OMG Agreements from OMG.
- (f) DC Ireland hereby acknowledges that it has received a copy of each of the OMG Agreements from DC US.

2. Amendments

- (a) The provisions of each of the OMG APA and the Covered OMG Order Forms, each as applied only to the provision of services by DC Ireland to Company Affiliate pursuant to the arrangement contemplated hereby, are hereby revised as follows (as so revised, such OMG APA shall be referred to as the "Company Affiliate APA"; and such Covered OMG Order Forms shall be referred to as the "Company Affiliate Order Forms") (the Company Affiliate APA and the Company Affiliate Order Forms, collectively, the "Company Affiliate Agreements"):
 - (i) The term "Company" shall refer to Company Affiliate;
 - (ii) The term "DoubleClick" shall refer to DC Ireland;
 - (iii) The "Effective Date" of each of the Company Affiliate Agreements shall be the Adopting Effective Date; and
 - (iv) The contact and address information for Company Affiliate shall be as set forth on the signature page hereto.
- (b) Each amendment, supplement or other modification to, or renewal of, the OMG APA and each replacement of or modification to any of the OMG Order Forms (each, an "OMG Modification") after the date hereof shall be deemed to be incorporated into, and to amend, supplement, modify or renew, the corresponding Company Affiliate Agreement(s) unless DC Ireland and Company Affiliate agree in writing not to incorporate such OMG Modification into, and not to amend, supplement, modify or renew, such Company Affiliate Agreement(s).

3. General

- (a) DC Ireland and Company Affiliate hereby ratify and agree to the terms and conditions of the each of the Company Affiliate Agreements (i.e., the terms and conditions of each of the OMG APA and the Covered OMG Order Forms, as incorporated herein, mutatis mutandis, and amended hereby).

- (b) This Agreement (including the terms and conditions of each of the Company Affiliate Agreements) constitutes the entire agreement between DC Ireland and Company Affiliate with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between DC Ireland and Company Affiliate with respect to such subject matter.

Rest of page intentionally left blank

- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the parties hereto has caused this Affiliate Adopting Agreement to be executed by its duly authorized officer as of the Adopting Effective Date.

**DOUBLECLICK, a division of Google
Ireland Limited**

[NAME OF AFFILIATE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Company _____
Affiliate _____
Name and _____
Address: _____
VAT No.: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

Payment _____
Address, if _____
Different: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

EXHIBIT IV

Applicable Payment Terms

Country	Standard Payment Terms
Asia/Oceania	
Australia	45 days
China	30 days
Taiwan	45 days
Hong Kong	30 days
India	60 days
Malaysia	45 days
New Zealand	45 days
South Korea	30 days
Singapore	45 days
Thailand	45 days
Japan	60 days
Europe/Middle East/Africa	
Austria	30 days
Belgium	30 days
Cyprus	30 days
France	60 days
Germany	30 days
Greece	60 days
Israel	45 days
Italy	60 days
Luxembourg	30 days
Netherlands	30 days
Nordic Region	30 days
Poland	30 days
Portugal	60 days
South Africa	30 days
Spain	60 days
Switzerland	30 days
Turkey	45 days
United Kingdom	30 days
North America	
Canada	45 days
United States	45 days
South America/Central America	
All countries in region	45 days
Other	
All countries not listed above	30 days

EXHIBIT V

Form of Affiliate Adopting Agreement (APAC)

AFFILIATE ADOPTING AGREEMENT

This AFFILIATE ADOPTING AGREEMENT (this "Agreement"), dated as of _____ (the "Adopting Effective Date"), is between

- (a) [NAME OF AFFILIATE], with offices at [ADDRESS] ("Company Affiliate"); and
- (b) DoubleClick, a division of Google Asia Pacific Pte. Ltd, whose principal place of business is at 8 Marina View, Asia Square 1 #30-01 Singapore 018960 ("DC Singapore").

WHEREAS, DoubleClick, a division of Google Inc. ("DC US"), and Omnicom Media Group Holdings Inc. ("OMG"), have entered into the DoubleClick Advertising Platform Agreement, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG APA"), together with each of the following Order Forms thereto:

- (a) Order Form – DoubleClick Campaign Manager for Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DCM Order Form"); and
- (b) Order Form – DoubleClick Rich Media Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DRM Order Form"); and
- (c) Order Form – DCM Path-to-Conversion Advanced Report, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG P-2-C Order Form"); and
- (d) Order Form – DCM Trafficking Services (Agencies), dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Trafficking Order Form"); and
- (e) Order Form – Remarketing Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Remarketing Order Form"); and
- (f) Order Form – DoubleClick Search for Advertisers/Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DS Order Form"); and;
- (g) Order Form – comScore vCE in DoubleClick Service (DCM) for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG vCE Order Form"); and
- (h) Order Form – Nielsen Digital Ad Ratings Service for DoubleClick for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Nielsen DAR Order Form"); and
- (i) Order Form – DoubleClick Bid Manager Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DBM Order Form"), and together with the OMG DCM Order Form, the OMG DRM Order Form, the OMG P-2-C Order Form, the OMG Trafficking Order Form, the OMG Remarketing Order Form, the OMG DS Order Form, the OMG vCE Order Form, and the OMG Nielsen DAR Order Form, the "OMG Order Forms"; the OMG Order Forms, collectively with the OMG APA, the "OMG Agreements"; and

WHEREAS, DC Singapore and Company Affiliate wish to enter into agreements pursuant to which DC Singapore will provide services to Company Affiliate on substantially the same terms and conditions (except as revised pursuant to this Agreement) as the terms and conditions of the OMG APA and the following checked OMG Order Forms:

(check all that apply)

- ☐ OMG DCM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DCM Order Form")
- ☐ OMG DRM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DRM Order Form")
- ☐ OMG P-2-C Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate P-2-C Order Form")
- ☐ OMG Trafficking Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Trafficking Order Form")
- ☐ OMG Remarketing Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Remarketing Order Form")

- ☐ OMG DS Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DS Order Form")
- ☐ OMG vCE Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate vCE Order Form")
- ☐ OMG Nielsen DAR Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Nielsen DAR Order Form")
- ☐ OMG DBM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DBM Order Form")

(such checked OMG Order Forms, collectively, the "Covered OMG Order Forms"); and

WHEREAS, DC US and OMG have acknowledged and agreed in the OMG APA to the arrangement contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, DC Singapore and Company Affiliate hereby agree as follows:

1. Affiliate Agreement

- (a) Company Affiliate hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of OMG, it being understood and agreed that, at such time (if any) as Company Affiliate ceases to be an Affiliate of OMG, this Agreement shall terminate.
- (b) DC Singapore hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of DC US, it being understood and agreed that, at such time (if any) as DC Singapore ceases to be an Affiliate of DC US this Agreement shall terminate.
- (c) Subject to the terms and conditions herein, DC Singapore and Company Affiliate hereby enter into this Agreement, under which all the terms and conditions of the OMG APA and the Covered OMG Order Forms are incorporated herein by reference, mutatis mutandis, and apply separately to DC Singapore and Company Affiliate, each renamed as set forth below, in each case as revised pursuant hereto.
- (d) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions in the Company Affiliate Agreements (as defined in Section 2(a) hereof), the provisions herein shall prevail.
- (e) Company Affiliate hereby acknowledges that it has received a copy of each of the OMG Agreements from OMG.
- (f) DC Singapore hereby acknowledges that it has received a copy of each of the OMG Agreements from DC US.

2. Amendments

- (a) The provisions of each of the OMG APA and the Covered OMG Order Forms, each as applied only to the provision of services by DC Singapore to Company Affiliate pursuant to the arrangement contemplated hereby, are hereby revised as follows (as so revised, such OMG APA shall be referred to as the "Company Affiliate APA"; and such Covered OMG Order Forms shall be referred to as the "Company Affiliate Order Forms") (the Company Affiliate APA and the Company Affiliate Order Forms, collectively, the "Company Affiliate Agreements"):
 - (i) The term "Company" shall refer to Company Affiliate;
 - (ii) The term "DoubleClick" shall refer to DC Singapore;
 - (iii) The "Effective Date" of each of the Company Affiliate Agreements shall be the Adopting Effective Date; and
 - (iv) The contact and address information for Company Affiliate shall be as set forth on the signature page hereto.
- (b) Each amendment, supplement or other modification to, or renewal of, the OMG APA and each replacement of or modification to any of the OMG Order Forms (each, an "OMG Modification") after the date hereof shall be deemed to be incorporated into, and to amend, supplement, modify or renew, the corresponding Company Affiliate Agreement(s) unless DC Singapore and Company Affiliate agree in writing not to incorporate such OMG Modification into, and not to amend, supplement, modify or renew, such Company Affiliate Agreement(s).

3. General

- (a) DC Singapore and Company Affiliate hereby ratify and agree to the terms and conditions of each of the Company Affiliate Agreements (i.e., the terms and conditions of each of the OMG APA and the Covered OMG Order Forms, as incorporated herein, mutatis mutandis, and amended hereby).

- (b) This Agreement (including the terms and conditions of each of the Company Affiliate Agreements) constitutes the entire agreement between DC Singapore and Company Affiliate with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between DC Singapore and Company Affiliate with respect to such subject matter.
- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the parties hereto has caused this Affiliate Adopting Agreement to be executed by its duly authorized officer as of the Adopting Effective Date.

DOUBLECLICK, a division of Google
Asia Pacific Pte. Ltd

[NAME OF AFFILIATE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Company _____
Affiliate _____
Name and _____
Address: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

Payment _____
Address, if _____
Different: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

88483
EXHIBIT VI

Form of Affiliate Adopting Agreement (Australia)

AFFILIATE ADOPTING AGREEMENT

This AFFILIATE ADOPTING AGREEMENT (this "Agreement"), dated as of _____ (the "Adopting Effective Date"), is between

- (a) [NAME OF AFFILIATE], with offices at [ADDRESS] ("Company Affiliate"); and
- (b) Google Australia Pty Ltd ("DC Australia").

WHEREAS, DoubleClick, a division of Google Inc. ("DC US"), and Omnicom Media Group Holdings Inc. ("OMG"), have entered into the DoubleClick Advertising Platform Agreement, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG APA"), together with each of the following Order Forms thereto:

- (a) Order Form – DoubleClick Campaign Manager for Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DCM Order Form"); and
- (b) Order Form – DoubleClick Rich Media Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DRM Order Form"); and
- (c) Order Form – DCM Path-to-Conversion Advanced Report, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG P-2-C Order Form"); and
- (d) Order Form – DCM Trafficking Services (Agencies), dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Trafficking Order Form"); and
- (e) Order Form – Remarketing Service for Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Remarketing Order Form"); and
- (f) Order Form – DoubleClick Search for Advertisers/Agencies Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DS Order Form") and;
- (g) Order Form – comScore vCE in DoubleClick Service (DCM) for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG vCE Order Form"); and
- (h) Order Form – Nielsen Digital Ad Ratings Service for DoubleClick for Advertisers/Agencies, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG Nielsen DAR Order Form"); and
- (i) Order Form – DoubleClick Bid Manager Service, dated as of [DATE] (as amended, supplemented or otherwise modified from time to time on or prior to the date hereof, the "OMG DBM Order Form"), and together with the OMG DCM Order Form, the OMG DRM Order Form, the OMG P-2-C Order Form, the OMG Trafficking Order Form, the OMG Remarketing Order Form, the OMG DS Order Form, the OMG vCE Order Form, and the OMG Nielsen DAR Order Form, the "OMG Order Forms"; the OMG Order Forms, collectively with the OMG APA, the "OMG Agreements"; and

WHEREAS, DC Australia and Company Affiliate wish to enter into agreements pursuant to which DC Australia will provide services to Company Affiliate on substantially the same terms and conditions (except as revised pursuant to this Agreement) as the terms and conditions of the OMG APA and the following checked OMG Order Forms:

(check all that apply)

- ☐ OMG DCM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DCM Order Form")
- ☐ OMG DRM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DRM Order Form")
- ☐ OMG P-2-C Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate P-2-C Order Form")
- ☐ OMG Trafficking Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Trafficking Order Form")
- ☐ OMG Remarketing Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Remarketing Order Form")
- ☐ OMG DS Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DS Order Form")

- ☐ OMG vCE Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate vCE Order Form")
- ☐ OMG Nielsen DAR Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate Nielsen DAR Order Form")
- ☐ OMG DBM Order Form (as revised pursuant to Section 2(a) hereof, the "Company Affiliate DBM Order Form")

(such checked OMG Order Forms, collectively, the "Covered OMG Order Forms"); and

WHEREAS, DC US and OMG have acknowledged and agreed in the OMG APA to the arrangement contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, DC Australia and Company Affiliate hereby agree as follows:

1. Affiliate Agreement

- (a) Company Affiliate hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of OMG, it being understood and agreed that, at such time (if any) as Company Affiliate ceases to be an Affiliate of OMG, this Agreement shall terminate.
- (b) DC Australia hereby represents and warrants that it is, and agrees that at all times during the term of this Agreement it shall be, an Affiliate of DC US, it being understood and agreed that, at such time (if any) as DC Australia ceases to be an Affiliate of DC US this Agreement shall terminate.
- (c) Subject to the terms and conditions herein, DC Australia and Company Affiliate hereby enter into this Agreement, under which all the terms and conditions of the OMG APA and the Covered OMG Order Forms are incorporated herein by reference, mutatis mutandis, and apply separately to DC Australia and Company Affiliate, each renamed as set forth below, in each case as revised pursuant hereto.
- (d) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions in the Company Affiliate Agreements (as defined in Section 2(a) hereof), the provisions herein shall prevail.
- (e) Company Affiliate hereby acknowledges that it has received a copy of each of the OMG Agreements from OMG.
- (f) DC Australia hereby acknowledges that it has received a copy of each of the OMG Agreements from DC US.

2. Amendments

- (a) The provisions of each of the OMG APA and the Covered OMG Order Forms, each as applied only to the provision of services by DC Australia to Company Affiliate pursuant to the arrangement contemplated hereby, are hereby revised as follows (as so revised, such OMG APA shall be referred to as the "Company Affiliate APA"; and such Covered OMG Order Forms shall be referred to as the "Company Affiliate Order Forms") (the Company Affiliate APA and the Company Affiliate Order Forms, collectively, the "Company Affiliate Agreements"):
 - (i) The term "Company" shall refer to Company Affiliate;
 - (ii) The term "DoubleClick" shall refer to DC Australia;
 - (iii) The "Effective Date" of each of the Company Affiliate Agreements shall be the Adopting Effective Date; and
 - (iv) The contact and address information for Company Affiliate shall be as set forth on the signature page hereto.
- (b) Each amendment, supplement or other modification to, or renewal of, the OMG APA and each replacement of or modification to any of the OMG Order Forms (each, an "OMG Modification") after the date hereof shall be deemed to be incorporated into, and to amend, supplement, modify or renew, the corresponding Company Affiliate Agreement(s) unless DC Australia and Company Affiliate agree in writing not to incorporate such OMG Modification into, and not to amend, supplement, modify or renew, such Company Affiliate Agreement(s).

3. General

- (a) DC Australia and Company Affiliate hereby ratify and agree to the terms and conditions of each of the Company Affiliate Agreements (i.e., the terms and conditions of each of the OMG APA and the Covered OMG Order Forms, as incorporated herein, mutatis mutandis, and amended hereby).

- (b) This Agreement (including the terms and conditions of each of the Company Affiliate Agreements) constitutes the entire agreement between DC Australia and Company Affiliate with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between DC Australia and Company Affiliate with respect to such subject matter.
- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the parties hereto has caused this Affiliate Adopting Agreement to be executed by its duly authorized officer as of the Adopting Effective Date.

GOOGLE AUSTRALIA PTY LTD

[NAME OF AFFILIATE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Company _____
Affiliate _____
Name and _____
Address: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

Payment _____
Address, if _____
Different: _____

Contact: _____
Name: _____
Fax: _____
E-Mail: _____

